



at&t

WHOLESALE AGREEMENT

Customer Name: Bandwidth.com CLEC, LLC

Bandwidth.com CLEC, LLC Adoption of Covad	2
Adoption Papers	3
Signature Page	5
Exhibit 1	6

CLEC Agreement with:
Bandwidth.com CLEC, LLC

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Bandwidth.com CLEC, LLC ("Bandwidth"), a Delaware Limited Liability Company on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Bandwidth has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and Covad dated August 24, 2007 for the state(s) of AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the Covad Interconnection Agreement for the States of AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("the MFN Agreement") ("the Separate Agreement");

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Bandwidth and AT&T hereby agree as follows:

1. Bandwidth and AT&T shall adopt in its entirety the Covad Interconnection Agreement dated August 24, 2007 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Covad Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Exhibit 1 and Covad Interconnection Agreement and Amendments	518
Total	523

2. In the event that Bandwidth consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Bandwidth under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the Covad Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Covad Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Bandwidth shall accept and incorporate any amendments to the Covad Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th floor
Four AT&T Plaza
Dallas, TX 75202-5398
Facsimile: 214-464-2006

Bandwidth.com CLEC, LLC

Kade Ross
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513
kross@bandwidth.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Bandwidth.com CLEC, LLC

By: Name: KADE ROSSTitle: COODate: 3/12/08

BellSouth Telecommunications, Inc. d/b/a

AT&T Alabama, AT&T Florida, AT&T Georgia,

AT&T Kentucky, AT&T Louisiana, AT&T

Mississippi, AT&T North Carolina, AT&T South

Carolina and AT&T Tennessee

By: Name: Kristen E. ShoreTitle: DirectorDate: 3/18/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u> </u>	<u>BCJ</u>	MISSISSIPPI	<u>992E</u>	<u>BCJ</u>
FLORIDA	<u>982E</u>	<u>BCJ</u>	NORTH CAROLINA	<u>998E</u>	<u>BCJ</u>
GEORGIA	<u>983E</u>	<u>BCJ</u>	SOUTH CAROLINA	<u> </u>	<u>BCJ</u>
KENTUCKY	<u>987E</u>	<u>BCJ</u>	TENNESSEE	<u> </u>	<u>BCJ</u>
LOUISIANA	<u> </u>	<u>BCJ</u>			

EXHIBIT 1